

**MEMORANDUM OF AGREEMENT
AMONG
THE NATIONAL CAPITAL PLANNING COMMISSION,
THE DISTRICT OF COLUMBIA STATE HISTORIC PRESERVATION OFFICE,
THE WASHINGTON CONVENTION AND SPORTS AUTHORITY,
THE HISTORICAL SOCIETY OF WASHINGTON, DC,
AND
APPLE, INC.
REGARDING
THE CARNEGIE LIBRARY REHABILITATION AND MODERNIZATION PROJECT IN
WASHINGTON, D.C.**

THIS MEMORANDUM OF AGREEMENT (“MOA” or “Agreement”) dated October 16, 2017 (the “Effective Date”), is made by and among the NATIONAL CAPITAL PLANNING COMMISSION (“NCPC”), the DISTRICT OF COLUMBIA STATE HISTORIC PRESERVATION OFFICE (“DCSHPO”), the WASHINGTON CONVENTION AND SPORTS AUTHORITY (“Events DC”), the HISTORICAL SOCIETY OF WASHINGTON, DC (“HSW”), and APPLE INC. (“Apple”) pursuant to Section 106 of the National Historic Preservation Act (NHPA) (“Section 106”), 54 U.S.C. § 306108 and its implementing regulations, 36 CFR § 800. NCPC, DCSHPO, Events DC, HSW, and Apple are collectively referred to as “Signatories” or individually as a “Signatory”; and

WHEREAS, Events DC, an independent instrumentality of the District of Columbia, controls the Carnegie Library building located at 801 K Street, NW, Washington, DC pursuant to the MOU (defined below); and

WHEREAS, the United States Government owns Mount Vernon Square (Reservation 8), upon which the Carnegie Library is located. In 2006, the United States Congress transferred administrative jurisdiction over Mount Vernon Square to the District of Columbia Government; and

WHEREAS, in May 2011, the District of Columbia Government and Events DC entered into a Memorandum of Understanding (“MOU”) with a term of eighty-seven (87) years (ending in April 30, 2098), through which the District transferred and assigned administrative jurisdiction over Carnegie Library to Events DC, including, but not limited to, maintenance, upkeep and repairs of Reservation 8’s existing landscaping and sidewalks; installation of new landscaping, lighting, and other outdoor accessories; and installation of signs and other displays; and

WHEREAS, HSW entered into a lease with the District of Columbia Government for the Carnegie Library building on June 1, 1999 for a duration of ninety-nine (99) years expiring on May 31, 2098. HSW and Events DC entered into an Amended and Restated Lease Agreement on November 9, 2011. On August 10, 2017, the First Amendment to the Amended and Restated Lease Agreement defined the space to be used by HSW; and

WHEREAS, Events DC and Apple have entered into that certain Lease Agreement, dated August 10, 2017 (the “Lease”), pursuant to which Apple leases from Events DC certain premises located in the Carnegie Library for ten (10) years, subject to renewal or earlier termination in accordance with the terms of the Lease; and

WHEREAS, in connection with the Lease, Events DC proposes to rehabilitate and modernize the Carnegie Library building (“Project”) to accommodate retail, education, and community uses as illustrated in the Project plans Appendix A; and

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WHEREAS, the Project includes the following: a restoration of the building exterior including, but not limited to, repair and cleaning of the exterior stone, repair or replacement of the windows and skylights, and repair of the copper roof cladding; a rehabilitation of the building interior, including removal of non-original infill construction throughout the building, insertion of a central atrium space, upgrade or replacement of the MEP systems, and restoration of certain original finishes and features; a reconfiguration of the north entrance, stairs, and landing; and addition of interior and exterior signage. Although the project is generally limited to the building itself, minor alterations are proposed to site landscape and hardscape elements to comply with accessibility and other code requirements; and

WHEREAS, NCPC has approval authority over District of Columbia Government projects located within the Central Area pursuant to the National Capital Planning Act (40 U.S.C. § 8722 b(1) and (e)); and

WHEREAS, Carnegie Library is located within the Central Area, as defined by NCPC and the Council of the District of Columbia, and thus an NCPC's approval of the Project constitutes an Undertaking pursuant to Section 106 ("Undertaking"); and

WHEREAS, Events DC, Apple and HSW have participated as consulting parties in the Section 106 process pursuant to 36 CFR § 800.2(c)(4), have responsibilities for implementing stipulations under this Agreement and, accordingly, have been invited to be Signatories to this Agreement pursuant to 36 CFR § 800.6(c)(2); and

WHEREAS, NCPC initiated Section 106 consultation with DCSHPO by letter dated April 21, 2017; and

WHEREAS, in accordance with 36 CFR § 800.2(a)(4), NCPC invited individuals and organizations with a demonstrated interest in the Undertaking and the public to participate as consulting parties in the Section 106 process. The full list of consulting parties is provided in Appendix B hereto ("Consulting Party" or "Consulting Parties"); and

WHEREAS, NCPC notified the public and conducted a National Environmental Policy Act ("NEPA") Scoping meeting on May 9, 2017, in order to inform the public of the Project and the Undertaking and to solicit verbal and written comments, followed by Section 106 consultation meetings held on May 17, 2017 and August 24, 2017, to provide additional opportunities for the Consulting Parties to comment on historic preservation concerns; and

WHEREAS, NCPC and DCSHPO, together with Events DC, Apple, and the Consulting Parties, established the Undertaking's area of potential effects ("APE"), as defined under 36 CFR § 800.16(d). The APE is provided in Appendix C hereto; and

WHEREAS, in recognition of its significance as a prominent example of Beaux Arts civic architecture in the District of Columbia, as well as one of thousands of buildings gifted to American cities by industrialist Andrew Carnegie to promote free library systems, the Carnegie Library was listed in the D.C. Inventory of Historic Sites in 1964 and the National Register of Historic Places in 1969 as the Central Public Library; and

WHEREAS, Mount Vernon Square is a contributing reservation to The Plan of the City of Washington (L'Enfant Plan; L'Enfant-McMillan Plan), listed in the D.C. Inventory of Historic Sites in 1964 and the National Register of Historic Places in 1997; and

WHEREAS, NCPC has consulted with the DCSHPO as well as the Consulting Parties and determined that the Project and the Undertaking will have adverse effects on the Carnegie Library building, as documented

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in the Notification of Adverse Effect Determination Letter, dated July 19, 2017 and provided in Appendix D hereto; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), NCPC notified the Advisory Council on Historic Preservation (“ACHP”) of the adverse effects determination and provided the documentation specified in 36 CFR 800.11(e). ACHP declined to participate in consultation pursuant to 36 CFR § 800.6(a)(1)(iv); and

WHEREAS, pursuant to the D.C. Historic Landmark and Historic District Protection Act of 1978, the D.C. Historic Preservation Review Board (“HPRB”) recommended at its June 29, 2017, public meeting, approval of the concept plans for the Project (“Concept Plans”), with final review of the Project delegated to DCSHPO staff; and

WHEREAS, pursuant to its authorities, the U.S. Commission of Fine Arts (“CFA”) recommended approval of the Concept Plans on May 18, 2017 and Revised Concept Plans on July 20 and September 20, 2017; and

WHEREAS, on June 1, 2017, in a public meeting, NCPC, in accordance with its authorities under the National Capital Planning Act, reviewed and commented favorably on the Concept Plans, suggesting additional development of the site and landscape plans by the District of Columbia, as referenced in STIPULATIONS Item II. F.

WHEREAS, on July 7, 2017, NCPC released for public review and comment the Carnegie Library Rehabilitation and Modernization Environmental Assessment; and

WHEREAS, Events DC intends to submit the Project plans (Appendix A) for design review to NCPC; and

WHEREAS, refinements to the Project plans are anticipated after the execution of this Agreement and therefore a process for additional consultation is set forth below to take into account the effects such refinements may have on historic properties; and

NOW, THEREFORE, NCPC, DCSHPO, Events DC, and Apple agree that the Project and Undertaking shall be carried out in accordance with the following stipulations in order to take into account the effects of the Undertaking on historic properties.

STIPULATIONS

NCPC, Events DC, and Apple shall ensure that the following measures are carried out:

I. QUALIFICATIONS

NCPC, Events DC, and Apple shall ensure that all historic preservation work performed pursuant to this MOA shall be accomplished by or under the direct supervision of a person or persons who meet(s) or exceed(s) the pertinent qualifications in the Secretary of the Interior’s Professional Standards formerly located at 36 CFR Part 61, and now located at http://www.nps.gov/history/local-law/arch_stnds_9.htm.

II. DESIGN CONSULTATION

Events DC and Apple shall consult with NCPC and DCSHPO regarding any proposed alterations, additions to, or omissions from the Project plans included in Appendix A, including any relating to the Carnegie Library’s interior, exterior or site, and any recommended by NCPC and/or CFA. Potential topics for further consultation include, but are not necessarily limited to, restoration of interior and exterior historic finishes and features, alterations to the north stair, interior and exterior signage and lighting, and treatment of

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landscape features. Consultation may involve on-site mockups, review of emailed documents and participation in meetings and shall be carried out as follows:

- A. Events DC and Apple shall submit any proposed modification(s) to NCPC and DCSHPO via email as early as possible.
- B. NCPC and DCSHPO shall email responses to the submittal as soon as possible, but no later than fourteen (14) business days after receipt of the submittal.
- C. If NCPC and DCSHPO concur that the proposed modification(s) will not result in any new adverse effects or intensify any previously identified adverse effects, Events DC and Apple may proceed with the proposed modification(s) as planned.
- D. If either NCPC or DCSHPO determine that any proposed modification will result in a new adverse effect or intensify any previously identified adverse effects, the Signatories shall consult further to identify alternatives that will avoid, minimize or mitigate the new or intensified adverse effects and this Agreement shall be modified accordingly pursuant Stipulation VIII of this Agreement. Any dispute relating to a proposed modification(s) shall be addressed in accordance with Stipulation VII of this Agreement.
- E. If DCSHPO determines that any proposed modification(s), are beyond the scope of the concept plans approved by the HPRB, DCSHPO may refer the matter back to the HPRB for review and comment in accordance with the D.C. Historic Landmark and Historic District Protection Act of 1978.
- F. The changes proposed under the current Project do not preclude the District of Columbia Government, subject to the terms of the MOU and the Lease, from implementing a comprehensive landscape and public space improvement plan for Mount Vernon Square in the future. This project, if any, will be developed and reviewed separately from the current Undertaking.

III. MITIGATION

- A. *National Register Nomination Amendment*. Events DC and Apple will amend the existing National Register documentation for the Carnegie Library (Central Public Library) building to include a more complete documentation of the building's design, construction, and evolution over time; an assessment of the its historical significance and integrity; expanded documentation of its historical context; and updated photographs, including interior spaces. From the date of the signing of this Agreement, Events DC and Apple will adhere to the following schedule:
 - 1. Within six months, Events DC and Apple shall submit a draft of the amended nomination to DCSHPO for review and will incorporate DCSHPO comments in the final draft.
 - 2. Within nine months, Events DC and Apple shall submit a final draft nomination to the D.C. Historic Preservation Review Board (HPRB) for review.
 - 3. Events DC, Apple, and DCSHPO will collaborate to ensure the timely review of the nomination by HPRB and the stewardship of the nomination through the additional processes necessary to amend the National Register and D.C. Inventory of Historic Sites listings.

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- B. *Cultural Landscape Inventory*. Events DC and Apple will prepare a Cultural Landscape Inventory (“CLI”) for Mount Vernon Square (Reservation 8) and the adjacent triangle parks (Reservations 70, 71, 175, and 176). The CLI will provide a basis for the continued treatment and management of Mount Vernon Square and the adjacent triangle parks. The CLI will follow the National Park Service (“NPS”) standards for documentation as defined in the NPS publications *Preservation Brief 36: Protecting Cultural Landscapes: Planning, Treatment and Management of Historic Landscapes* and *The Secretary of the Interior’s Standards for the Treatment of Historic Properties, with Guidelines for the Treatment of Cultural Landscapes*.
1. The report will include, at a minimum, the following components: a) narrative site history including period plans illustrating principal stages of development; b) documentation of the site’s existing conditions; c) evaluation of significance and identification of appropriate period(s) of significance; d) analysis and evaluation of the landscape features, including a list of contributing and non-contributing features; and e) a bibliography.
 2. Events DC and Apple will complete the CLI documentation for Mount Vernon Square and the adjacent triangle parks within one (1) year after issuance by the D.C. Department of Consumer and Regulatory Affairs of a certificate of occupancy for the Project, or sooner.
- C. *Masonry Treatment Demonstrations*. During construction, Events DC and Apple will host two (2) masonry treatment demonstrations highlighting and explaining the processes, techniques, and technologies used for the Carnegie Library’s exterior stone masonry cleaning, consolidation, replacement, and/or repair. The demonstrations shall be conducted by a qualified conservation professional and shall be widely advertised to historic preservation professionals and members of the public.
- D. *Interpretation*. Events DC and Apple shall consult with HSW to prepare an interpretive program on the history of the Carnegie Library, Reservation 8, and closely-related topics based upon existing documentation and, to the extent possible, the information that will be prepared pursuant to Stipulation III.A and III.B of this Agreement. The interpretive program shall include pamphlets and signage and shall be developed in consultation with the DCSHPO. The interpretive program shall be completed within one (1) year of the last signature on this Agreement. Once approved and completed, the interpretive program will be installed on-site in prominent, publicly accessible areas such as the basement hall (historically known as the Bicycle Room), first-floor main hall (historically known as the Delivery Room) and the second-floor stair landing (historically known as the Memorial Hall) for at least a ten (10) year period.
- E. *Recordation and Retention of Historic Elements*. Prior to altering the historic clock and plaster surround or laylight that currently exist on the first floor (as shown in Appendix E), Events DC and Apple shall take multiple, detailed photographs to document the historic elements in their original locations. Copies of the photographs shall be provided to HSW and incorporated into the Historic Structures Report described in Stipulation III.F of this Agreement. Retention of the historic elements shall be carried out as follows:
1. After the laylight has been photographed, Events DC and Apple shall carefully remove the representative portions of the laylight described in Appendix E of this Agreement, label them, and permanently retain them in a safe, on-site location.
 2. After the historic clock and plaster surround have been photographed, Events DC and Apple shall carefully remove, securely crate, and provide temporary on-site storage until a permanent location can be determined in accordance with Stipulation III.E.3 below.

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3. Within three (3) months of the last signature on this Agreement, HSW shall consult with the DCSHPO to identify an appropriate on-site location for display of the historic clock and plaster surround. Once the location is agreed upon, HSW shall notify Events DC and Apple, who shall permanently install the clock and the plaster surround in the identified location no later than the issuance by the D.C. Department of Consumer and Regulatory Affairs of a certificate of occupancy for the Project. However, the historic clock and plaster surround shall remain permanently within the Carnegie Library and not become part of the HSW Collection.

F. Historic Structures Report. Within three (3) months of the date that the Carnegie Library Historic Structures Report is revised and finalized in accordance with Stipulation III.E of this Agreement, Events DC and Apple shall provide one (1) hard copy and one (1) electronic copy of the final to the DCSHPO and to any other Signatory or Consulting Party that requests a copy.

IV. ARCHAEOLOGY AND UNANTICIPATED DISCOVERIES

- A. Post Review Discovery of Historic Properties. Should historic properties including archaeological resources be unexpectedly identified during the implementation of the Project or any actions taken pursuant to this MOA, Events DC and Apple shall immediately stop work in the location and contact NCPC and DCSHPO to report the discovery. Events DC and Apple will consult with NCPC and DCSHPO to ensure that reasonable efforts are made to avoid, minimize, or mitigate adverse effects to such properties. Events DC and Apple shall ensure that any resulting cultural resources work is accomplished in accordance with the relevant performance standards in Stipulation I, including the District of Columbia's Guidelines for Archaeological Investigations, applicable Secretary of Interior's Standards, and following appropriate ACHP guidance. Any dispute on the treatment of resources will be handled in accordance with Stipulation VII, Dispute Resolution.
- B. Treatment of Human Remains. In the event that human remains, burials, or funerary objects are discovered during construction of the Project or any action taken pursuant to this MOA, Events DC and Apple shall immediately halt subsurface construction disturbance in the area of the discovery and in the surrounding area where additional remains can reasonably be expected to occur and shall immediately notify NCPC, DCSHPO, and the District of Columbia Chief Medical Examiner ("CME") of the discovery under DC Code Section 5-1406 and other applicable laws and regulations.
 1. If the CME determines that the human remains are not subject to a criminal investigation by federal or local authorities, Events DC and Apple shall comply with the applicable federal or local laws and regulations governing the discovery and disposition of human remains and consider the ACHP's Policy Statement Regarding Treatment of Burial Sites, Human Remains, and Funerary Objects (2007).
 2. For actions involving Native American human remains or burials, Events DC and Apple shall comply with applicable laws in accordance with provisions of the Native American Graves Protection and Repatriation Act, as amended (Public Law 101-601, 25 USC 3001 *et seq*) and regulations of the Secretary of the Interior at 43 CFR Part 10.

V. DURATION

This Agreement will expire on the earlier to occur of: (a) the expiration or earlier termination of the Lease, (b) fulfillment of the terms of this Agreement, and (c) ten years from the date of the last signature on this agreement. If the terms of this Agreement have not been fulfilled by the Outside Expiration Date, and the

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Lease remains in full force and effect, NCPC shall consult with the Signatories to reconsider the terms of this Agreement and amend it in accordance with Stipulation VIII below. If the Agreement is not so amended, NCPC must either execute a new Agreement or request, take into account, and respond to the comments of the ACHP per 36 CFR § 800.7. NCPC will notify DCSHPO, Events DC, Apple, and HSW as to the course of action it will pursue.

VI. MONITORING AND REPORTING

Annually, following the effective date of this Agreement until it expires or is terminated, NCPC shall provide DCSHPO with a summary report detailing work undertaken pursuant to its terms. Events DC and Apple will assist NCPC in preparing the report and provide information NCPC requests. Such report shall include a summary of NCPC, Events DC, HSW, and Apple's efforts to carry out the terms of this Agreement, any scheduling changes proposed, the overall status of the Project, and any disputes and objections received by NCPC on this Agreement. The Report will be distributed via electronic media. Consulting Parties may request a copy of the summary report from NCPC in writing. Upon fulfillment of the terms of this Agreement, NCPC shall provide to Apple upon written request, a written confirmation that the terms of the Agreement have been fulfilled.

VII. DISPUTE RESOLUTION

Should any Signatory to this Agreement, reasonably, and acting in good faith, object in writing to the other Signatories regarding any action carried out in accordance with this Agreement, the Signatories shall consult to resolve the objection. Should the Signatories be unable to resolve the objection, NCPC shall forward documentation on the objection, as well as its proposed resolution, to ACHP. Within forty-five (45) days after receipt of the documentation, ACHP shall either (i) provide NCPC with written recommendations, which NCPC shall take into account in reaching a final decision regarding the objection, or (ii) notify NCPC that ACHP shall comment pursuant to 36 CFR § 800.7(c). NCPC shall take the ACHP comments into account, in accordance with 36 CFR § 800.7(c)(4). Any ACHP recommendation or comment shall pertain only to the subject matter of the objection; NCPC's responsibility to carry out all actions under this Agreement that are not subject of the objection shall remain unchanged.

VIII. AMENDMENTS

This Agreement may be amended when such an amendment is agreed to in writing by all Signatories. The amendment will be effective on the date a copy signed by all of the Signatories is filed with the ACHP. Each Signatory shall act in good faith in connection with any request by a Signatory to amend this Agreement.

IX. TERMINATION

If any Signatory to this Agreement reasonably, and acting in good faith, determines that the terms of the Agreement cannot be or are not being carried out in accordance with the terms of this Agreement, that Signatory shall so notify the other Signatories in writing and consult with them to seek resolution or amendment of the Agreement. If within sixty (60) days after consultation with the other Signatories and completion of the Dispute Resolution process pursuant to Section VII above, a resolution or Amendment cannot be reached, then, any Signatory, who has acted reasonably and in good faith, may terminate the Agreement upon thirty (30) days' written notification to the other Signatories; provided, however, if the Signatories are able to resolve the matter in writing during such 30-day period then this Agreement shall continue in full force and effect. Once the Agreement is terminated, and prior to Events DC and Apple continuing to implement the Project, NCPC must either execute a new Agreement or request, take into account, and respond to the comments of the ACHP per 36 CFR § 800.7, provided, however, such new

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Agreement shall acknowledge and reference any terms of this Agreement that have been fulfilled as of the termination of this Agreement. NCPC will notify DCSHPO, Events DC, HSW, and Apple as to the course of action it will pursue. Each Signatory shall act in good faith in connection with the terms of this Section IX.

X. AVAILABILITY OF FUNDS

The obligations of Federal and District agencies under this Agreement are pursuant to 31 U.S.C. § 1341(a)(1) and D.C. Official Code § 47-355.02, respectively; therefore, nothing in this Agreement shall be construed as binding the United States or an agency of the District to expend in any one fiscal year any sum in excess of appropriations for this purpose, or to involve the United States or agency of the District in any contract or obligation for the further expenditure of money in excess or in advance of such appropriations.

XI. ATTACHMENTS

The following documents are appended to this Agreement:

- Appendix A: Project Plans, NCPC Preliminary and Final Review Submission, September 20, 2017
- Appendix B: List of Consulting Parties
- Appendix C: Area of Potential Effects
- Appendix D: Notification of Adverse Effect Determination Letter, July 19, 2017
- Appendix E: Recordation and Retention of Historic Elements

XII. SIGNATURES AND EFFECTIVE DATE

- A. Effective Date. This Agreement shall take effect on the last day it is executed by a Signatory, who shall insert such date in the first paragraph on the first page of this Agreement.
- B. Electronic Copies. Within one week after the last date on which this Agreement is executed by a Signatory, NCPC shall provide each Signatory with a legible, color, electronic copy of the fully-executed Agreement and all of its attachments.
- C. Counterparts. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.
- D. Notices. Any notice required to be given under this Agreement shall be in writing and shall be effective upon receipt or refusal to accept delivery, having been sent by U.S. mail, postage prepaid, via registered or certified mail return receipt requested, or by a nationally recognized overnight courier, to the following addresses, as applicable:

If to Apple:

Apple Inc.
1 Infinite Loop
Mail Stop: 306-RTL
Cupertino, CA 95014
Attention: Retail Lease Administration

with a copy to:

Apple Inc.

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1 Infinite Loop
Mail Stop: 306-RTLA
Cupertino, CA 95014
Attention: Real Estate Law Department

If to Events DC:

Washington Convention and Sports Authority
801 Mount Vernon Place, NW
Washington, DC 20001
Attention: President and CEO

with a copy to:

Washington Convention and Sports Authority
801 Mount Vernon Place, NW
Washington, DC 20001
Attention: General Counsel

If to NCPC:

National Capital Planning Commission
401 Ninth Street, NW, Suite 500
Washington, DC 20004
Attn: Lee Webb
Email: lee.webb@ncpc.gov

If to DCSHPO:

District of Columbia Office of Planning
Historic Preservation Office
1100 Fourth Street, SW, Suite E650
Washington, DC 20024
Attn: David Maloney and Andrew Lewis
Email: david.maloney@dc.gov and andrew.lewis@dc.gov

If to HSW:

Historical Society of Washington, DC
801 K Street, NW
Washington, DC 20001
Attn: Executive Director

Execution of this MOA by NCPC, DCSHPO, Events DC, HSW, and Apple and implementation of its terms evidence that NCPC has taken into account the effect of the Undertaking on historic properties and afforded the ACHP a reasonable opportunity to comment, and thereby satisfied its Section 106 responsibilities.

[Signature Pages Follow]

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WASHINGTON, D.C.

NATIONAL CAPITAL PLANNING COMMISSION

//original signed //

October 13, 2017

BY: Marcel Acosta, Executive Director

Date

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DISTRICT OF COLUMBIA STATE HISTORIC PRESERVATION OFFICE

//original signed//

October 13, 2017

BY: David Maloney, State Historic Preservation Officer

Date

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WASHINGTON CONVENTION AND SPORTS AUTHORITY

//original signed//

October 16, 2017

BY: Gregory A. O'Dell, President and Chief Executive Officer

Date

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APPLE INC.

//original signed//

October 13, 2017

BY: Michael Brown, Development Lead

Date

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HISTORICAL SOCIETY OF WASHINGTON DC

//original signed//

October 13, 2017

BY: Julia B. Koczela, Chair, Board of Trustees

Date